

REMARKS

Claims 1-10 have been examined. Claims 5-7 have been rejected under 35 U.S.C. § 112, second paragraph, and claims 1-10 have been rejected under 35 U.S.C. § 103(a).

I. Rejections under 35 U.S.C. § 112, second paragraph

The Examiner has rejected claims 5-7 under 35 U.S.C. § 112, second paragraph. In view of the claim amendments set forth herein, Applicant respectfully requests that the Examiner withdraw the rejection.

II. Rejections under 35 U.S.C. § 103(a) in view of U.S. Patent No. 6,788,425 to Ohtsuka et al. ("Ohtsuka") and U.S. Patent No. 7,151,617 to Fukushima et al. ("Fukushima")

The Examiner has rejected claims 1-10 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Ohtsuka and Fukushima.

A. Claims 1-3, 5-8 and 10

Since claims 1-3, 5-8 and 10 have been canceled, without prejudice or disclaimer, the rejection of such claims is now moot.

B. Claim 4

Applicant submits that claim 4 is patentable over the cited reference. For example, claim 4 recites, "a print control unit operable to resize the template based on the acquired size information and the received operation so that the template defines a layout of the object on a reproducing medium having the second size based on the resized template."

Applicant submits that Ohtsuka fails to disclose the above feature. For example, Ohtsuka merely discloses the use of different templates (Fig. 5B). The reference fails to teach or suggest

that each of (or any of) the respective templates can actually be “resized” based on acquired size information and restriction information according to a received operation for setting “the” template to a second size for a reproducing medium having a second size.

Turning to Fukushima, the Examiner maintains that the reference discloses an acquiring unit for acquiring size information (pg. 4 of Office Action). As disclose in column 8, lines 37-42, Fukushima merely discloses that information is stored which correlates a template size to a print size. Thus, there is a template stored for each print size (see also col. 7, lines 17-26). Similar to Ohtsuka, however, Fukushima fails to teach or suggest “resizing” any of the templates, as set forth in claim 4.

Claim 4 further recites, “wherein a settable range of the second size is restricted by the restriction information.”

Applicant submits that neither Ohtsuka nor Fukushima disclose the claimed settable range based on restriction information.

At least based on the foregoing, Applicant submits that claim 4 is patentable over the cited references.

C. Claim 9

Applicant submits that claim 9 is patentable for at least analogous reasons as claim 4.

III. Newly Added Claims

By this Amendment, Applicant has added claims 20-22. Applicant submits that such claims read on the elected species and are patentable at least by virtue of their dependency.

IV. Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

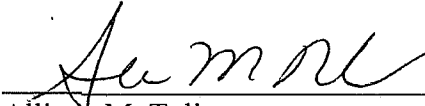
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